

# SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

1722 EYE STREET, N.W.  
WASHINGTON, D.C. 20006  
TELEPHONE 202: 429-4000  
TELEX 89-463

ONE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60603  
312: 553-7000 TELEX 25-4364

2049 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
213: 553-8100 TELEX 18-1391

520 MADISON AVENUE  
NEW YORK, NEW YORK 10022  
212: 418-2100 TELEX 97-1696

31 ST. JAMES'S SQUARE  
LONDON, SW1Y 4JR, ENGLAND  
44-1: 930-5596 TELEX 21781

P.O. BOX 190  
MUSCAT, SULTANATE OF OMAN  
968: 722-411 TELEX 5266

P.O. BOX 4619  
DEIRA, DUBAI-U.A.E.  
9714-283194 TELEX 47216

5 SHENTON WAY  
SINGAPORE 0106  
65: 224-5000 TELEX 28754

P.O. BOX 8650  
RIYADH, SAUDI ARABIA  
966-1-463-4160 TELEX 204947

SIDLEY & AUSTIN & NAGUIB  
AHMED NESSIM STREET, 3  
GIZA, CAIRO, EGYPT  
202: 729-499 TELEX 93750

14718  
RECORDATION NO. 14718 Filed 1425

JUN 28 1985 -10 11 AM

INTERSTATE COMMERCE COMMISSION  
June 28, 1985

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Room 2215  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Mr. Bayne:

Enclosed herewith are an original and one copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The first document is a conditional sale agreement, a primary document, dated June 19, 1985.

The names and addresses of the parties to the Conditional Sale Agreement are as follows:

Builder: NATIONAL STEEL CAR LIMITED  
P.O. Box 450  
602 Kenilworth Avenue North  
Hamilton, Ontario, CANADA  
L8N 3J4

Owner-Lessor: CONTAINER PORT OF ALBERTA  
RESEARCH CORPORATION  
2737 Toronto Dominion Tower  
Edmonton, Alberta, CANADA  
T5J 2Z1

RECORDATION NO. 14718 Filed 1425

JUN 28 1985 -10 11 AM

INTERSTATE COMMERCE COMMISSION

*C. C. C. C. C.*  
*Ed L. K. K.*

(17)

Mr. James H. Bayne  
June 28, 1985  
Page 2

The second document is an assignment of conditional sale agreement, a secondary document, dated June 19, 1985. We request that this assignment be cross-indexed.

The names and addresses of the parties to the Assignment of Conditional Sale Agreement are as follows:

Builder:	NATIONAL STEEL CAR LIMITED P.O. Box 450 602 Kenilworth Avenue North Hamilton, Ontario, CANADA L8N 3J4
Trustee:	THE CANADA TRUST COMPANY 110 Yonge Street Toronto, Ontario, CANADA M5C 1T4
Owner-Lessor:	CONTAINER PORT OF ALBERTA RESEARCH CORPORATION 2737 Toronto Dominion Tower Edmonton, Alberta, CANADA T5J 2Z1

A description of the equipment covered by the Conditional Sale Agreement and the Assignment of Conditional Sale Agreement follows:

Type of Equipment:	Five-Pak Articulated Intermodal Budd/Thrall LO-PAC 2000 Well Flat Cars
Specifications:	CN Freight Equipment General Specification SS-1974 revised July, 1976, CN Specification F 50-20 dated September, 1984, Builder's Proposal dated 22 October, 1984, and Builder's letters of 22 October (2), 26 October, 8 November, 1984, 7, 8, 15 January, 6 February, and 12 March, 1985 and CN letter of 4 February, 1985.

Mr. James H. Bayne  
June 28, 1985  
Page 3

Quantity:	82
Identification Marks:	"OWNERSHIP SUBJECT TO SECURITY AGREEMENTS FILED WITH REGISTRAR GENERAL OF CANADA AND I.C.C."
Lessee's Road Numbers (Both Inclusive)*:	CN 683200 through CN 683589; CN 637000 through CN 637019

A fee of \$10.00 is enclosed. Please return the originals after recordation to the undersigned at the address listed above.


A short summary of the Conditional Sale Agreement to appear in the index follows:

"Conditional sale agreement between CONTAINER PORT OF ALBERTA RESEARCH CORPORATION, 2737 Toronto Dominion Tower, Edmonton, Alberta, Canada, T5J 2Z1, and NATIONAL STEEL CAR LIMITED, P.O. Box 450, 602 Kenilworth Avenue North, Hamilton, Ontario, CANADA L8N 3J4, dated June 19, 1985, covering 82 well flat cars."

A short summary of the Assignment of Conditional Sale Agreement to appear in the index follows:

"Assignment between NATIONAL STEEL CAR LIMITED, P.O. Box 450, 602 Kenilworth Avenue North, Hamilton, Ontario, Canada, L8N 3J4, and THE CANADA TRUST COMPANY, 110 Yonge Street, Toronto, Ontario, Canada, M5C 1T4, dated June 19, 1985, covering 82 well flat cars, and connected to Conditional Sale Agreement with Recordation No. \_\_\_\_\_."

Very truly yours,

  
James G. Pachulski

Enclosures

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\* Each unit has 5 platforms and each platform is numbered consecutively.

14718A  
RECORDATION NO. .... Filed 1426

JUN 28 1985 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

EXHIBIT C  
to  
Participation Agreement

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ASSIGNMENT OF CONDITIONAL SALE AGREEMENT

Dated as of June 19, 1985

Among

NATIONAL STEEL CAR LIMITED

and

THE CANADA TRUST COMPANY

and

CONTAINER PORT OF ALBERTA RESEARCH CORPORATION

ASSIGNMENT OF CONDITIONAL SALE AGREEMENT dated as of June 19, 1985, among NATIONAL STEEL CAR LIMITED, a body corporate duly existing under the laws of Canada (the "Builder"), THE CANADA TRUST COMPANY, a trust company duly existing under the laws of Canada, acting as trustee and not in its personal capacity (the "Trustee") and CONTAINER PORT OF ALBERTA RESEARCH CORPORATION, a body corporate duly existing under the laws of Canada (the "Owner-Lessor").

WHEREAS:

The Owner-Lessor and the Builder have entered into a Conditional Sale Agreement dated as of the date hereof (the "CSA"), substantially in the form of Exhibit A to that Participation Agreement dated as of the date hereof (the "Participation Agreement"), among the Lessee (as defined herein), the Owner-Lessor, the Trustee, the Builder and London Life Insurance Company (the "Lender"); pursuant to the CSA, the Builder has agreed to manufacture, sell and deliver to the Owner-Lessor, and the Owner-Lessor has agreed to purchase, the units of railroad equipment described in Annex B thereto (the "Equipment").

The Trustee is acting as trustee under a Deed of Trust dated as of the date hereof (the "Deed of Trust") executed between the Owner-Lessor and the Trustee, substantially in the form of Exhibit E to the Participation Agreement.

The Owner-Lessor will enter into a Lease of Railroad Equipment dated as of the date hereof with Canadian National Railway Company, a body corporate duly existing under the laws of Canada (the "Lessee"), substantially in the form of Exhibit B to the Participation Agreement (the "Lease").

The Builder agrees to assign to the Trustee its right, title and interest in the CSA, including the property in and title to the Equipment, in consideration of an amount equal to the Balance of the Purchase Price (as defined in the CSA) paid by the Trustee from the proceeds of the issue by it of Secured Equipment Notes (as defined in the Deed of Trust).

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (this "CSA Assignment") WITNESSETH: that in consideration of the sum of One Dollar and other good and valuable consideration

paid by the Trustee to the Builder, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1. Assignment. The Builder hereby assigns, transfers and sets over unto the Trustee its successors and assigns:

- (a) all the right, property, title and interest of the Builder in and to each unit of the Equipment manufactured by it when and as severally delivered to and accepted by the Owner-Lessor, subject to payment by the Trustee to the Builder of the amount required to be paid pursuant to Section 4 hereof and Paragraph 2 of the Participation Agreement and of the amounts due to the Builder under subparagraph (a) of the fourth paragraph of Article 4 of the CSA;
- (b) all the right, title and interest of the Builder in and to the CSA (except the right to construct and deliver the Equipment, the right to receive the payments specified in subparagraph (a) of the fourth paragraph of Article 4 thereof, the indemnity of the Builder pursuant to Article 13 of the CSA and reimbursement for taxes paid or incurred by the Builder), and except as aforesaid in and to any and all amounts which may be or become due or owing to the Builder under the CSA on account of the Balance of the Purchase Price of the Equipment and interest thereon, and in and to any other sums becoming due from the Owner-Lessor under the CSA, other than those hereinabove excluded; and
- (c) except as limited by subparagraph (b) of this paragraph, all the Builder's rights, titles, powers, privileges and remedies under the CSA, but none of its covenants or obligations thereunder;

without any recourse hereunder, however, against the Builder for or on account of the failure of the Owner-Lessor to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the CSA, provided, however, that this CSA Assignment shall not subject the Trustee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to construct or deliver the

Equipment in accordance with the CSA or with respect to its warranties and agreements referred to in Article 13 of the CSA or relieve the Owner-Lessor from its obligations to the Builder contained in Articles 2, 3, 4, 6, 13 and 14 of the CSA or Annex A thereto or any other obligation which, according to its terms or context, is intended to survive an assignment. In furtherance of the foregoing assignment and transfer, the Builder hereby authorizes and empowers the Trustee in the Trustee's own name, or in the name of the Trustee's nominee, or in the name of and as attorney, hereby irrevocably constituted, for the Builder, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Trustee is or may become entitled under this CSA Assignment and compliance by the Owner-Lessor with the terms and agreements on its part to be performed under the CSA, but at the expense and liability and for the sole benefit of the Trustee.

SECTION 2. Continuing Obligations. The Builder agrees that it shall construct the Equipment in full accordance with the CSA and will deliver the same upon completion to the Owner-Lessor in accordance with the provisions of the CSA; and that, notwithstanding this CSA Assignment, it will perform and fully comply with each of and all the covenants and conditions of the CSA set forth to be performed and complied with by the Builder. The Builder further agrees that it will warrant to the Trustee and the Owner-Lessor that immediately prior to the time of delivery and acceptance of each unit of Equipment manufactured by it under the CSA, it had legal title to such unit and good and lawful right to sell such unit and that such unit was free of all claims, liens, security interests and other encumbrances of any nature arising from, through or under the Builder, except the rights of any of the parties under the Participation Agreement and all Exhibits and Annexes thereto; and the Builder further agrees that it will defend such title to such unit against the demands of all persons whomsoever based on claims (other than any thereof referred to in the foregoing) arising from, through or under the Builder originating prior to the delivery of such unit by the Builder under the CSA; all subject however, to the provisions of the CSA and to the rights of the Owner-Lessor thereunder. It is understood and agreed that the Builder shall not be responsible for or incur any liability in connection with the recording or filing or the failure to record or file this CSA Assignment, the Lease or any other documents relating thereto or copies or notices thereof, under any laws in any jurisdiction in which such recording or filing may be required. The Builder will not deliver any of the Equipment to the Owner-Lessor under the CSA until the CSA and the Lease, this Agreement and the Lease

Assignment (as defined in the Lease) have been filed with the Registrar General of Canada pursuant to section 86 of the Railway Act (Canada) and the Interstate Commerce Commission pursuant to the Interstate Commerce Act and the central registries in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario referred to in Section 16 of the Lease (the Builder and its counsel being entitled to rely on advice from special counsel for the Lender (as defined in the Participation Agreement) that such filings have occurred).

SECTION 3. Indemnities. The Builder agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the CSA for any instalment of, or interest on, indebtedness in respect of the Purchase Price of the Equipment manufactured by it or to enforce any provision of the CSA, the Builder will indemnify, protect and hold harmless the Trustee from and against all expenses, loss or damage suffered by reason of any defence, set-off, compensation, counterclaim or recoupment whatsoever claimed by the Owner-Lessor or the Lessee arising out of a breach by the Builder of any obligation with respect to such Equipment or the manufacture, construction, delivery or warranty thereof, or by reason of any defence, set-off, compensation, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Owner-Lessor or the Lessee by the Builder. The Builder's obligation so to indemnify, protect and hold harmless the Trustee is conditional upon (a) the Trustee's timely motion or other appropriate action, on the basis of Article 14 of the CSA, to strike any defence, set-off, compensation, counterclaim or recoupment asserted by the Owner-Lessor or the Lessee in any such suit, proceeding or action and (b) if the court or other body having jurisdiction in such suit, proceeding or action denies such motion or other action and accepts such defence, set-off, counterclaim or recoupment as a triable issue in such suit, proceeding or action, the Trustee's prompt notification to the Builder of the asserted defence, set-off, compensation, counterclaim or recoupment and the Trustee's giving the Builder the right, at the Builder's expense, to compromise, settle or defend against such defence, set-off, compensation, counterclaim or recoupment.

The Builder agrees, except as otherwise specifically provided in Annex A to the CSA, to indemnify, protect and hold harmless the Trustee from and against any and all liability, claims, costs, charges and expenses, including royalty payments and counsel fees, in any manner imposed upon and accruing against the Trustee or its assigns because of the use in or about the construction or operation of any of the Equipment of any design, system, process,



formula, combination, article or material which infringes or is claimed to infringe on any patent or other right. The Trustee will give prompt notice to the Builder of any claim actually known to the Trustee which is based upon any such alleged infringement and will give the Builder the right, at the Builder's expense, to compromise, settle or defend against such claim. The Builder agrees that any amounts payable to it by the Owner-Lessor or the Lessee with respect to the Equipment, whether pursuant to the CSA or otherwise, not hereby assigned to the Trustee, shall not be secured by any lien, charge or security interest upon the Equipment or any unit thereof.

The Owner-Lessor expressly confirms the indemnities and warranties provided in Article 13 of the CSA in favour of the Trustee and its successors, assigns, agents and servants as if fully set forth herein.

SECTION 4. The Purchase Price and Payment. The Trustee, on each Closing Date fixed as provided in Article 4 of the CSA with respect to a Group (as defined in said Article 4) of the Equipment, shall pay to the Builder an amount in Canadian dollars equal to the Balance of the Purchase Price (as defined in the CSA) with respect to the Units in such Group, under the terms of said Article 4, provided that there shall have been delivered to the Trustee on or prior to such Closing Date, the following documents, in form and substance satisfactory to it and to its special counsel hereinafter mentioned, in such number of counterparts as may be reasonably requested by said special counsel;

(a) a Bill or Bills of Sale from the Builder covering the units being settled for to the Trustee executed and delivered contemporaneously with the delivery and acceptance of such units which, subject to the timely recording or filing of the CSA, the Lease and any other documents relating thereto or copies or notices thereof with the Registrar General of Canada pursuant to the provisions of section 86 of the Railway Act (Canada), with the Interstate Commerce Commission pursuant to the Interstate Commerce Act and with the central registries specified in Section 16 of the Lease, will transfer to the Trustee the property in and title to such units, warranting to the Trustee and to the Owner-Lessor that immediately prior to the time of delivery of such units under the CSA, the Builder had legal title to such units and good and lawful right to sell such units and such units were free of all claims, liens, security interests and other encumbrances of any nature arising from, through or under the Builder, except the rights of any of the parties under the

Participation Agreement and all Exhibits and Annexes thereto; and covenanting to defend such title to such units against demands of all persons whomsoever based on claims (other than any thereof referred to in the foregoing clause) arising from, through or under the Builder originating prior to the delivery of such units by the Builder under the CSA;

(b) a Certificate or Certificates of Acceptance with respect to the units of the Equipment in such Group as contemplated by Article 3 of the CSA and Section 2 of the Lease;

(c) an invoice of the Builder for the units of the Equipment in such Group and, if required by Article 4 of the CSA, accompanied by or having endorsed thereon a certification by the Lessee as to their approval thereof;

(d) an opinion of Campbell, Godfrey & Lewtas, counsel for the Builder, dated as of such Closing Date addressed to the Trustee and the Owner-Lessor to the effect that the aforesaid Bills of Sale have been duly authorized, executed and delivered by the Builder under the laws of the Province of Ontario and assuming (i) the timely recording or filing of the CSA, the Lease and any other documents relating thereto or copies or notices thereof in accordance with the laws of all jurisdictions in which such recording or filing may be required, (ii) the Trustee has the authority and capacity to receive the property in such units, and (iii) such Bills of Sale are executed and delivered to the Trustee contemporaneously with the delivery and acceptance of such units, then under the laws of the Province of Ontario, such Bills of Sale are valid and effective to transfer to the Trustee the right, property, title and interest of the Builder in and to such units and such units immediately prior to the time of delivery thereof were free of all registered liens, security interests and other encumbrances arising from, through or under the Builder, except the rights of any of the parties under the Participation Agreement and all Exhibits and Annexes thereto; and

(e) a receipt from the Builder for any payment (other than the payment being made by the Trustee pursuant to the first paragraph of this Section 4) required to be made on such Closing Date to the Builder with respect to the Equipment, unless such payment is made by the Trustee with funds furnished to it for that purpose by the Owner-Lessor.

The obligation of the Trustee to make payment hereunder is hereby expressly conditioned upon payment by the Owner-Lessor of the amount required to be paid by it pursuant to subparagraph (a) of the fourth paragraph of Article 4 of the CSA and upon deposit by the Lender, pursuant to Paragraph 2 of the Participation Agreement, of an amount equal to the Trustee's Required Payment (as defined therein) prior to the Expiry Time (as defined therein). In the event that the Trustee shall not make any such payment, the Trustee shall reassign to the Builder, without recourse to the Trustee, all right, property, title, and interest of the Trustee in and to the units of the Equipment and the CSA with respect to which payment has not been made by the Trustee.

SECTION 5. Further Assignments. The Trustee may assign all or any of its rights under the CSA, including the right to receive any payments due or to become due to it from the Owner-Lessor thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, and upon giving the written notice required in Article 14 of the CSA, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

SECTION 6. Representations and Warranties of the Builder. The Builder hereby:

(a) represents and warrants to the Trustee, the Owner-Lessor and their successors and assigns, that the CSA was duly authorized by it and lawfully executed and delivered by it, that, assuming due authorization, execution and delivery by the Owner-Lessor and, assuming the timely filing of the CSA and any other documents relating thereto or copies or notices thereof in accordance with the laws of all jurisdictions in which such recording or filing is required, the CSA is, insofar as the Builder is concerned, a legal, valid and existing agreement binding upon and enforceable against the Builder in accordance with its terms and that it is now in force without amendment thereto;

(b) agrees that it will from time to time, at the request of the Trustee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do all such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Trustee by the Builder or intended so to be.

SECTION 7. Consent to CSA Assignment by Owner-Lessor. The Owner-Lessor, in consideration of good and valuable consideration paid by the Builder, the receipt of which is hereby acknowledged, as well as the covenants herein contained, hereby consents to all the terms and conditions of this CSA Assignment, and hereby expressly confirms to the Trustee, as assignee of the Builder, the promises, covenants and agreements of the Owner-Lessor in favour of the Builder provided in the CSA as if fully set forth herein and, without restriction, promises to make payment directly to the Trustee.

SECTION 8. Trust. The Trustee will hold monies deposited with it pursuant hereto, the rights, property in and title to the Equipment, and any payment received by it pursuant to this CSA Assignment, in trust as provided in the Deed of Trust.

SECTION 9. Governing Law. The terms of this CSA Assignment and all rights and obligations hereunder shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SECTION 10. Addresses. All payments to be made hereunder to the Trustee shall be deposited with The Canada Trust Company in account #010-512285 designated as "The Canada Trust Company - Trustee, Secured Equipment Notes", at its offices in Montréal, Toronto or London, Ontario. All documents deliverable hereunder to the Trustee shall be delivered to it at 110 Yonge Street, Toronto, Ontario, M5C 1T4, Attention of Manager Corporate Trust Department, or as the Trustee may otherwise specify.

All documents and funds deliverable hereunder to the Builder shall be delivered or mailed to it at National Steel Car Limited, P.O. Box 450, 602 Kenilworth Avenue North, Hamilton, Ontario, L8N 3J4, Attention of M.G. Nichols, Comptroller and Secretary Treasurer.

All documents and funds deliverable hereunder to the Lessee shall be delivered to it at 935 de La Gauchetiere St. W., Montréal, Québec, H3B 2M9, Attention of Treasurer.

All documents and funds deliverable hereunder to the Owner-Lessor shall be delivered to it at 2737 Toronto Dominion Tower, Edmonton, Alberta, T5J 2Z1, Attention of President.

SECTION 11. Execution. This CSA Assignment may be executed in any number of counterparts, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart. Although for convenience this CSA Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

NATIONAL STEEL CAR LIMITED

by: RB Cooke  
PRESIDENT

by: David E Poole  
ASSISTANT SECRETARY

[Corporate Seal]

THE CANADA TRUST COMPANY

by: \_\_\_\_\_

[Corporate Seal]

by: \_\_\_\_\_

CONTAINER PORT OF ALBERTA  
RESEARCH CORPORATION

by: \_\_\_\_\_

[Corporate Seal]

SECTION 11. Execution. This CSA Assignment may be executed in any number of counterparts, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart. Although for convenience this CSA Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

NATIONAL STEEL CAR LIMITED

by: \_\_\_\_\_

by: \_\_\_\_\_

[Corporate Seal]

THE CANADA TRUST COMPANY

by: \_\_\_\_\_

AUTHORIZED SIGNATURE

[Corporate Seal]

by: \_\_\_\_\_

AUTHORIZED SIGNATURE

CONTAINER PORT OF ALBERTA  
RESEARCH CORPORATION

by: \_\_\_\_\_

[Corporate Seal]

APPROVED AS TO  
FORM AND CONTENT

SECTION 11. Execution. This CSA Assignment may be executed in any number of counterparts, but the counterpart delivered to the Trustee shall be deemed to be the original counterpart. Although for convenience this CSA Assignment is dated as of the date first above written, the actual dates of execution hereof by the parties hereto are the dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

NATIONAL STEEL CAR LIMITED

by: \_\_\_\_\_

by: \_\_\_\_\_

[Corporate Seal]

THE CANADA TRUST COMPANY

by: \_\_\_\_\_

[Corporate Seal]

by: \_\_\_\_\_

CONTAINER PORT OF ALBERTA  
RESEARCH CORPORATION

by:                     *MS 71*                    

[Corporate Seal]

PROVINCE OF ONTARIO , )  
CITY OF HAMILTON ) s.s.:

On this **JUN 19 1985**, before me personally appeared R. W. Coole, to me personally known, who, being by me duly sworn, says that he is **PRESIDENT** of **NATIONAL STEEL CAR LIMITED**, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]  
Harold Graham Wilson, Notary Public,  
Judicial District of Hamilton-Wentworth,  
limited to the attestation of instruments and  
the taking of affidavits only while  
associated with De'asco Inc. and for work  
in connection with this Corporation and its  
subsidiary Companies only  
Expires - October 22 1985

[Signature]  
Notary Public

PROVINCE OF ONTARIO , )  
CITY OF HAMILTON ) s.s.:

On this **JUN 19 1985**, before me personally appeared David E. Pooler, to me personally known, who, being by me duly sworn, says that he is **ASSISTANT SECRETARY** of **NATIONAL STEEL CAR LIMITED**, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.


[Notarial Seal]  
My Commission expires  
Harold Graham Wilson, Notary Public,  
Judicial District of Hamilton-Wentworth,  
limited to the attestation of instruments and  
the taking of affidavits only while  
associated with De'asco Inc. and for work  
in connection with this Corporation and its  
subsidiary Companies only  
Expires - October 22 1985

[Signature]  
Notary Public



PROVINCE OF ONTARIO                    )  
  )  
CITY OF TORONTO                        )  
  )

On this 19th day of June, 1985, before me personally appeared Marjorie Strutt, to me personally known, who, being by me duly sworn, says that she is Senior Corporate Trust Officer of The Canada Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of the said corporation.



Notary Public

(Seal)  
My Commission does not  
expire

PROVINCE OF ONTARIO                    )  
  )  
CITY OF TORONTO                        )  
  )

On this 19th day of June, 1985, before me personally appeared Eva Lusky, to me personally known, who, being by me duly sworn, says that she is Corporate Trust Officer of The Canada Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of the said corporation.




Notary Public

(Seal)  
My Commission does not  
expire

PROVINCE OF ALBERTA , )  
CITY OF EDMONTON ) s.s.:

On this 19 JUNE 1985, before me personally appeared A. TOTTRUP, to me personally known, who, being by me duly sworn, says that he is PRESIDENT of CONTAINER PORT OF ALBERTA RESEARCH CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

[Notarial Seal]  
My Commission expires

  
\_\_\_\_\_  
Notary Public

District of Columbia       )  
                                  )  
City of Washington        )

I, Kathleen L. Smith, a notary public for the District of Columbia, do hereby swear that on this 27<sup>th</sup> day of June, 1985, I have compared a copy of the original document entitled "Assignment of Conditional Sale Agreement dated as of June 19, 1985 among National Steel Car Limited and The Canada Trust Company and Container Port of Alberta Research Corporation" and found the copy to be complete and identical in all respect to the original documents.

Kathleen L. Smith  
Notary Public

My Commission Expires May 14, 1990